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# **REQUEST FOR PROPOSALS**



**UTAH DEPARTMENT OF TRANSPORTATION**

**SR-68; 6200 SOUTH /REDWOOD ROAD / I-215**

**Project No. F-0068(49)1 / PIN 6589**

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## **INSTRUCTIONS TO PROPOSERS**

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**Advertised  
September 3, 2009**

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## **1. INTRODUCTION AND SUMMARY**

### **1.1 GENERAL INFORMATION**

These Instructions to Proposers (ITP) are issued by the Utah Department of Transportation (the “Department”) to all firms and teams of firms (“Proposers”) for the Department’s Request for Proposals (RFP) for Region 2, for the construction of a Continuous Flow Intersection (CFI) at the intersection of SR-68 (Redwood Road) and 6200 South in Taylorsville City in Salt Lake County.

The Department invites Proposers to submit competitive sealed proposals (“Proposals”) for design and construction of the Project as more specifically described in the RFP. Proposers should not rely on only the limited information contained in this ITP, but should review and understand the specific information and requirements in all of the RFP documents.

The RFP consists of the following documents:

- A. Instructions to Proposers (ITP), including Forms to be submitted with the Proposal
- B. Contract Documents, including:
  - 1. Chapter 1: Introduction
  - 2. Chapter 2: General Provisions
  - 3. Chapter 3: Work Requirements
    - a. Appendix 1: Table Of Contents (Performance Specifications)  
Performance Specifications 3A – 3N
    - b. Appendix 2: Special Provisions
  - 4. Appendix 3: Engineering Data
  - 5. Appendix 4: Previous Project Data and As - Builts

The Department will furnish the Proposers with electronic copies of the Department-prepared Request for Proposals (RFP) on a secured Web-based project management site. Copies on CD/DVD will also be available at the UDOT Construction Division front desk.

Capitalized terms and acronyms not otherwise defined herein shall have the meaning set forth in Chapter 2 (General Provisions) of the Contract Documents.

ECONOMIC RECOVERY PROJECT – SPECIAL REQUIREMENTS REQUIRED SEE CHAPTER 1 (INTRODUCTION), APPENDIX A, FOR MORE INFORMATION.

### **1.2 PROJECT DESCRIPTION**

Under the oversight of the Department, the Design-Builder shall perform the Work in accordance with the requirements of the RFP, as supplemented by the Design-Builder’s Proposal. The Work generally consists of: project management, design, construction, scheduling, staffing,

maintenance during construction, warranties, environmental permitting, and coordination with the public, governmental agencies, and utilities on Project issues.

**Major elements of Work include:**

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- A. SR-68 (Redwood Road) & 6200 South - Intersection: Reconstruct the intersection into a Continuous Flow Intersection (CFI) with dual left turn lanes in the eastbound to northbound direction and a single left turn in the westbound to southbound direction.
- B. SR-68 (Redwood Road): Construct a new southbound lane from the I-215 eastbound off ramp to 6200 South.
- C. Jordan Canal Road: Construct a new alignment for the Jordan Canal Road that connects to Margray Drive.
- D. Pavement:
  - 1. 6200 South, West Leg
    - a) Widen with Portland Cement Concrete Paving (PCCP) to the limits of the existing PCCP,
    - b) Widen west of the existing PCCP with asphalt,
    - c) 3" rotomill and overlay the existing asphalt on 6200 South from the existing PCCP to the west project limits,
  - 2. 6200 South, East Leg
    - a) Remove the existing asphalt and reconstruct 6200 South east of Redwood Road with asphalt to station 99+00,
    - b) Widen with asphalt from station 99+00 to the project limits
    - c) 3" rotomill and overlay the existing asphalt from station 99+00 to the east project limits,
  - 3. Redwood Road
    - a) Widen with asphalt,
    - b) 3" rotomill and overlay Redwood Road from the existing concrete pavement at approximately 6400 South to Station 30+00,
  - 4. Jordan Canal Road
    - a) Construct with asphalt,
  - 5. Construct a microsurface seal on all asphalt surfaces within the project limits;
- E. Signals and ATMS: Provide new signals systems at the intersection of Redwood road and 6200 South, at the intersection of 6200 South and Margray Drive, and at the

- intersection of Redwood and I-215 eastbound ramp. Install the ATMS system and equipment required;
- F. Maintaining traffic during construction is a critical component of the work. Minimize impacts to traffic on Redwood Road and 6200 South and I-215 off-ramp. Incentives and disincentives are provided to minimize traffic impacts;
  - G. Revegetate and restore landscaping within construction limits.
  - H. Provide positive drainage via accepted methods (i.e., culverts, and detention pond(s)). Provide a drainage system of equal or better quality than the existing system.
  - I. Provide overhead sign on the I-215 off-ramp;
  - J. Provide construction surveying;
  - K. Coordinate with the UDOT Region Two Public Involvement Coordinator and 3<sup>rd</sup> Party PIM;
  - L. Obtain necessary environmental permits and authorizations, including a noise permit from Salt Lake County (if necessary), National Pollutant Discharge Elimination System (NPDES) permit, etc.;
  - M. Provide quality control;
  - N. Maintain the roadway (except sanding/salting and snow-plowing) during construction; and
  - O. Right of Way will be acquired by the Department. Do not construct any work on the private property until approved by the Engineer. Design changes that require additional Right of Way will be the responsibility of the Design-Builder

This RFP is structured to procure the design and construction of a continuous flow intersection at the intersection of SR-68 (Redwood Road) and 6200 South.

### **1.3 AWARD AND ISSUANCE OF NOTICE TO PROCEED**

The Contract Award will be made within 30 Calendar Days of the Proposal Due Date to the successful Proposer.

The Department may withhold award beyond the 30 Calendar Days with the approval of the successful Proposer. If the award is not made within 30 Calendar Days, the Proposer may withdraw its Proposal without liability.

The successful Proposer will be notified by a letter mailed to the address shown in its Proposal. The letter will state that the Proposal has been accepted and that the Contract has been awarded.

Award of the Contract (if made) will be made to the Proposer that the Department determines is responsive to the RFP and whose Proposal has the lowest Price Proposal.

#### **1.4 MAXIMUM TIME ALLOWED**

Substantial Completion of the Project will be required to be achieved not later than defined in Table 2-1. Physical Completion and Contract Completion are defined in 00555S. Project time will be determined by the Design-Builder with selection determined by Price + Time + Lane Rental.

## 2. PROCUREMENT SCHEDULE

The deadlines and due dates shown in Table 2-1 apply to this ITP. The Department may at its discretion amend this schedule by issuing an addendum to the RFP.

**TABLE 2-1: PROCUREMENT SCHEDULE**

ACTION	TIME	DATE
Department to Issue RFP		September 3, 2009
Mandatory Pre Proposal Meeting	9:00	September 10, 2009
ATC Submittals Due	4:00 pm	October 8, 2009
One-on-One Meetings with Proposer		October 6, 2009
Final RFC's due from Proposers		October 15, 2009
Department issues Final Addendum and/or Clarifications		October 22, 2009
Technical and Price Proposals Due	2:00 pm	October 29, 2009
Escrow Proposal Documents Due	2:00 pm	November 3, 2009
Bid Opening	2:30 pm	November 4, 2009
Announce Selected Team		November 4, 2009
Escrow Documentation Review	8:00 am	November 5, 2009
Notice of Award		November 9, 2009
Anticipated Notice to Proceed		December 3, 2009
Substantial Completion (Maximum)		September 15, 2010



### **3. PROCUREMENT PROCESS**

#### **3.1 CONFIDENTIALITY DURING EVALUATION AND SELECTION PROCESS**

The Department has taken measures to protect the confidentiality of all submitted Proposals during the entire evaluation and selection process. Every person involved in the process shall sign a confidentiality and nondisclosure agreement. However, under no circumstances will the Department be responsible or liable to a Proposer or any other party as a result of disclosing any materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Department or its respective officers, employees, contractors, or consultants.

#### **3.2 DEPARTMENT DESIGNATED POINT OF CONTACT**

The Department Designated Point of Contact for the Project is:

Mark Parry, Project Manager  
Utah Department of Transportation – Region 2  
2010 South 2760 West  
Salt Lake City, Ut 84104  
801-887-3637  
Email: [moparry@utah.gov](mailto:moparry@utah.gov)

#### **3.3 EXAMINATION OF RFP AND REQUESTS FOR CLARIFICATION**

Each Proposer is responsible for reviewing the RFP Documents and any Addenda issued by the Department prior to the Proposal Due Date, and for requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer otherwise fails to understand. Failure of Proposer to so examine and inform itself shall be at the sole risk, and no relief for error or omission will be provided by the Department.

Department will consider questions submitted in writing by Proposer regarding the RFP and/or procurement process. All questions must be received by the Department at the address specified in this Section, article 3.2 and no later than the date specified in this ITP, Section 2 , except that questions pertaining to the last addendum may be submitted no later than 3 days after the date of the Addendum.

#### **3.4 COMMUNICATIONS**

Telephone communications will not be accepted as official communication. If the Department determines, in its sole and absolute discretion, that a change in the RFP Documents is necessary, the Department will prepare an Addendum and issue it to all Proposers. The Department will not be bound by, and the Proposer shall not rely on, any oral communication regarding the RFP Documents; the Proposer shall rely only on written communications from the Department. If the Proposer receives information about the Project from any agency or entity other than the

Department during the procurement phase, the Proposer shall be responsible for verifying any such information with the Department before relying upon it.

### **3.5 CLARIFICATIONS**

The Department will post Clarification Notices on the secured Web-based project management site (<http://eprpw.dot.utah.gov/applets-production/ProjectExplorer/ProjectExplorer.asp>) for questions received from Proposers and the answers given by the Department. The clarifications will not become an RFP requirement unless incorporated into the Contract by Addenda. Any clarification information that will modify the Contract will be published as an Addendum to the RFP.

To request clarifications or explanations of the Contract Documents during the proposal process, the Proposer may submit email requests to the Department Designated Point of Contact listed in this Section, article 3.2).

To permit the issuance of Addenda, if necessary, requests shall be submitted no later than the Request for Clarification Due Date shown on the Procurement Schedule.

The Department's final answers to the requests posed during the Proposal process shall not be considered part of the Contract Documents, and shall not be relevant in interpreting the Contract Documents except as they may clarify provisions otherwise considered ambiguous.

Only requests answered by formal written Addenda will be binding.

### **3.6 RFP ADDENDA**

The Department reserves the right to revise the RFP Documents by Addenda at any time up to the date specified in the Procurement Schedule. Such revisions, if any, will be announced by an Addendum to the RFP or a Supplement to an Addendum. Copies of Addenda will be furnished to all Proposers at no cost.

If any Addendum significantly changes this RFP, as determined in the Department's sole and absolute discretion, a new Proposal Due Date might be set. The announcement of such new date will be included in the Addendum.

### **3.7 MANDATORY PRE-PROPOSAL MEETING**

- A. A mandatory Pre-Proposal Meeting will be held at the following time and location:

Date: September 10, 2009 Time: 9:00

Location: UDOT Region 2 Hurley Conference Room

Project ID: PIN 6589; Project F-0068(49)1; SR-68/6200 South/Redwood

- B. Representatives of Construction and Design will be present to discuss details related to this project.

- C. Proposals submitted by Design-Builders who did not attend the Pre-Proposal Meeting will be non-responsive.

### **3.8 ONE ON ONE MEETINGS**

The Department intends to conduct one-on-one meetings with each Proposer on the dates set forth in Section ITP.2 Table ITP-2.1, to discuss issues and clarifications regarding the RFP and Proposer's ATCs. The Department reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that the Department determines, in its sole discretion, that such disclosure would impair the confidentiality of an ATC or would reveal a Proposer's confidential business strategies. **Participation at such meetings is at the request of the Proposers.**

#### **3.8.1 Meeting Requirements**

The one-on-one meetings are subject to the following:

- A. The meetings are intended to provide Proposers with a better understanding of the RFP;
- B. The Department will not discuss any Proposal or ATC with any other Proposer;
- C. Proposers shall not seek to obtain commitments from the Department in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer; and
- D. No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

Persons attending the one-on-one meetings must sign an acknowledgment of the foregoing rules and to identify all participants from Proposer, whether attending in person or by telephone.

### **3.9 ALTERNATIVE TECHNICAL CONCEPTS**

The Department has chosen to use the Alternative Technical Concept (ATC) process set forth in this article to allow innovation and flexibility, to allow the design and construction to be completed together thereby minimizing conflicts and maximizing speed and efficiency, and ultimately to provide the best project for the motoring public.

Proposers may propose alternatives to the requirements of the Contract Documents (ATCs) that are **equal or better in quality or effect** as determined by the Department in its sole discretion.

The ATCs do not need to be fully developed for pre-approval for incorporation in the final Proposal, but should contain enough information for the Department to properly evaluate the merits of the ATC. The process is intended to provide the Proposers with feedback so the Proposer may decide whether to continue or discontinue developing the concept for the Proposal.

The Department encourages the use of one-on-one meetings for discussion of ATCs to minimize the resubmittal of ATCs. Contact the Department by October 1, 2009 to schedule the one-on-one meeting.

### **3.9.1 Submittal of ATCs**

A Proposer may include an ATC in its Proposal only if it has been received by the Department on the applicable ATC Submittal Due Date and time and it has been Approved by the Department (including conditionally Approved ATCs, if all conditions are met). These submittal deadlines apply only to initial ATC submittals. Resubmittal of an ATC that has been revised in response to the Department's requests for further information concerning a prior submittal shall be received by the Department by 1:00 p.m. no later than two working days before the proposal due date. All ATC submittals and resubmittals shall be delivered to the Department Designated Point of Contact specified in this Section, article 3.2.

Each ATC shall be numbered sequentially, beginning with 1. Each ATC submittal shall include five individually bound copies and shall include the following:

- A. Description. A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information (including, if appropriate, product details [i.e., specifications, construction tolerances, special provisions] and a traffic operational analysis);
- B. Usage. Where and how the ATC would be used on the Project;
- C. Deviations. References to requirements of the RFP documents that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for Approval of such deviations;
- D. Analysis. An analysis justifying use of the ATC and why the deviations from the requirements of the RFP documents should be allowed;
- E. Impacts. Discussion of potential impacts on vehicular traffic, environmental impacts identified on appropriate environmental documents, community impact, safety and life-cycle Project impacts, and infrastructure costs (including impacts on the cost of repair and maintenance);
- F. History. A detailed description of other projects where the ATC has been used, the success of such usage, and names and telephone numbers of project owners that can confirm such statements;
- G. Risks. A description of added risks to the Department and other Persons associated with implementing the ATC; and
- H. Costs. An estimate of the ATC implementation costs to the Department, Design-Builder, and other Persons.

If a Proposer wishes to make any announcement or disclosure to third parties concerning any ATC, it shall first notify the Department in writing of its intent to take such action, including details as to date and participants, and obtain the Department's prior Approval to do so.

### **3.9.2 Preproposal Review of ATCs**

The Department may request additional information regarding a proposed ATC at any time. For each ATC received, the Department will return responses to each Proposer on or before the deadlines in the Procurement Schedule, provided that the Department has received all requested information regarding the concept. If requested by a Proposer, the Department will conduct one-on-one meeting(s) to discuss Proposer's ATC(s). The Department will use its best efforts to keep all discussions with Proposers regarding ATCs confidential, provided that under no circumstances will the Department be responsible or liable to a Proposer or any other party as a result of disclosing any materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake or negligence on the part of the Department or its respective officers, employees, contractors, or consultants. Additional information and requirements regarding any one-on-one meetings will be provided by the Department.

The Department will review each ATC and will respond to Proposer with one of the following determinations:

- A. The ATC is Approved to be used in the Proposal.
- B. The ATC is not Approved.
- C. The ATC is not Approved in its present form, but may be Approved upon satisfaction, in the Department's sole judgment, of certain identified conditions that shall be met or certain clarifications or modifications that shall be made (Conditionally Approved).
- D. The submittal does not qualify as an ATC but may be included in the Proposal without an ATC (i.e., the concept complies with the baseline RFP requirements).
- E. The submittal does not qualify as an ATC and may not be included in the Proposal.

Proposer may incorporate zero, one, or more Approved ATCs as part of its Proposal (including conditionally Approved ATCs, if all conditions are met). If the Department responded to an ATC by stating that it would be Approved if certain conditions were met, those conditions will become part of the Contract Documents. The Contract Documents will be conformed after award, but prior to execution of the Contract, to reflect the incorporated ATCs, including any associated Department conditions. Copies of the Department's ATC Approval letters for each incorporated ATC shall be included in an appendix as described in this ITP, Section 4, article 4.4.2.3.

The Price Proposal should reflect any incorporated ATCs. Except for incorporating Approved ATCs, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP.

### **3.10 WITHDRAWAL OF PROPOSAL**

A Proposer may withdraw or revise its Proposal after it has been deposited with the Department, without forfeiture of the Proposal Guarantee, provided that all of the following occur:

- A. The request for such withdrawal or revision is received by the Department's designated office indicated in this ITP, Section 4, article 4.1.
- B. The Department receives the request before the time set for receiving proposals.
- C. The request is in writing signed by the Proposer or its properly authorized representative.

No Proposal may be withdrawn on or after the Proposal Due Date.

### **3.11 DEPARTMENT'S RIGHTS**

The Department may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of the Proposer's qualifications to perform the Work described in this RFP. The Department reserves the right, in its sole and absolute discretion and for whatever reason, to:

- A. Reject any or all of the Proposals.
- B. Issue a new RFP.
- C. Cancel, modify, or withdraw the entire RFP.
- D. Modify the RFP process.
- E. Solicit subsequent Proposals from the Proposers.
- F. Appoint evaluation committees to review Proposals and seek the assistance of outside technical experts in Proposal evaluation.
- G. Revise and modify, at any time, the factors it will consider in evaluating responses to this RFP and otherwise revise or expand its evaluation methodology.
- H. Hold meetings and conduct discussions and correspondence with all of the Proposers responding to the RFP to seek an improved understanding and evaluation of the responses to this RFP.
- I. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- J. Waive or permit corrections or supplements to data submitted with any response to this RFP.
- K. Approve or disapprove the use of particular Proposal team members or changes in Proposals. (A substitution of any of the Major Participants will be carefully scrutinized and may result in disqualification of the Proposal.)
- L. Accept other than the lowest-priced Proposal.
- M. Waive deficiencies, informalities, and minor irregularities in Proposals; accept a nonconforming Proposal or seek clarifications or modifications to a Proposal.
- N. Require a Guarantee (or Guarantees) of the Contract by a parent company (or companies) of the Proposer or any of its members, joint ventures, or partners or the parent companies of any such member, joint venture, or partner.

This RFP does not commit the Department to enter into the Contract or any other contract. The Department assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering

a response to and/or responding to this RFP. Except for payment of the stipulated fee to certain Proposers as provided in this ITP, Section 6, article 6.3, all such costs shall be borne solely by each Proposer.

In no event shall the Department be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Contract, in form and substance satisfactory to the Department, has been executed and authorized by the Department, and then only to the extent set forth therein.

### **3.12 PROTEST PROCEDURES**

Any protests concerning this procurement will be governed by Utah Code Title 63G-6-811 et seq. and must be filed with the Department in writing and delivered to Stan Burns; at the address specified in this ITP, Section 4, article 4.1, within 60 days of Award of Contract. Each Proposer, by submission of a Proposal, agrees not to contest the Department's authority to enter into a Contract under the terms set forth in this RFP.

## **4. PROPOSAL DELIVERY, CONTENT AND FORMAT**

### **4.1 SUBMITTAL REQUIREMENTS**

#### **4.1.1 Due Date, Time, and Location**

Proposals shall be mailed or delivered to UDOT as set forth below:

Calvin Rampton Complex  
Construction Front Desk, 4th Floor  
4501 South 2700 West  
Salt Lake City, Utah 84114

Proposals shall be received by on the Proposal Due Date indicated in the Procurement Schedule.

#### **4.1.2 Format**

The Proposal shall consist of a Technical Proposal and a Price Proposal.

##### **4.1.2.1 Package Labeling:**

All copies of the Technical Proposal shall be packed in a sealed, clearly identified package or container. The outside of the sealed package or container and the front cover of each copy of the Technical Proposal shall be labeled as follows:

“SR-68; 6200 South / Redwood Road / I-215”  
“Technical Proposal”  
Proposer’s name.  
“Copy X of 10”

##### **4.1.2.2 Price Proposal:**

The Price Proposal shall be submitted using the UDOT Electronic Bid System (EBS).

##### **4.1.2.3 Full and Complete Response:**

The Proposer shall provide all information requested in this RFP for both the Technical and Price Proposals. Failure to provide requested information may result in the Department, at its sole discretion, determining that a Proposal is non-responsive.

#### **4.1.3 Quantities**

The Proposer shall provide the following:

- A. One complete electronic copy in PDF format of the Technical Proposal with appendices on a compact disk(s) (the electronic copy may include Proposal forms that are not part of the Price Proposal or executed)
- B. Ten complete, signed original hardcopies of the Technical Proposal



## 4.2 DISQUALIFICATION

The Department may disqualify a Proposer and refuse a Proposal for any of the following reasons:

- A. Proposal does not acknowledge receipt of addenda.
- B. Award of additional work could impede or prevent timely completion of work currently under contract.
- C. Failure to pay or settle all outstanding labor and material bills or claims for a contract current at the time the proposal is issued.
- D. More than one proposal for the same work is submitted from an individual, firm, or corporation under the same or different names.
- E. Default under previous contracts.
- F. Unsatisfactory performance on previous or current contracts
- G. Debarment by the Department, any State, or the Federal Government.
- H. Serious misconduct that adversely affects the ability to perform future work.
- I. Failure to reimburse the Department for monies owed on any previously awarded contract, including any contract where the prospective Proposer was a party to a joint venture that failed to reimburse the Department.
- J. Proposal Guaranty received after date and time specified.
- K. Proposal received after date and time for bid opening.
- L. Manually submitted delivered diskette is blank or unreadable.
- M. Price Proposal not submitted using UDOT's current EBS program.

If the Department refuses to accept a proposal for any of the foregoing reasons, the bidder may appeal in writing to the UDOT Deputy Director pursuant to administrative rules regarding administrative procedures and appeals as set forth in Utah Administrative Code R907-1, as amended.

## 4.3 IRREGULAR PROPOSALS

The Department considers a proposal irregular and rejects the proposal as non-responsive if:

- A. Not properly signed.
- B. The Contractor is not prequalified or there is an insufficient amount of prequalification or unauthorized work classification.
- C. Unauthorized additions, conditional or alternate bids, or other irregularities make the proposal incomplete, indefinite, or ambiguous.

- D. It lacks required bid documentation escrow, when applicable.
- E. Noncompliant with any prequalification regulations.
- F. It fails to furnish a properly executed proposal guaranty in accordance with this section.
- G. There is evidence of collusion among bidders.
- H. It omits a price for any Price Proposal item, except for authorized alternate bid items.
- I. It is materially unbalanced.
- J. The proposal does not have a Status of Work Under Contract if required, reflecting the Contractor's current prequalification status or:
  - 1. Is incomplete and improperly executed.
  - 2. The sum of the amount of all uncompleted work plus the estimate of the amount of work bid exceeds the amount for which the Contractor is prequalified.
- K. The proposal fails to meet any other material requirement of the Request for Proposals.
- L. DOES NOT CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM"
  - 1. Certify, for each bidder and each person signing on behalf of any bidder, as to its own organization, under penalty of perjury, that to the best of their knowledge and belief that the named Contractor has registered with and uses a "Status Verification System" to determine the work eligibility status of an employee hired after July 1, 2009, pursuant to Utah Administrative Code 63-99a-103.
    - (a) Apply only on projects that require a Request for Proposal (RFP) with sole source.
  - 2. The Department will not consider a proposal for award, nor will it make any award where there has not been compliance with this article.
  - 3. Manually or electronically signing the Bid Proposal certifies compliance with all provisions of this employment status verification certification.
- M. The Proposal does not include submittal of a Qualified Health Benefit Plan
  - 1. Demonstrate to the Department that an offer of qualified health insurance coverage care has been or will be maintained for the employees and their dependants, for the duration of any contract entered between the Department and the Contractor that requires pre-qualification.

- (a) Utilize the prequalification process on the Department web site. Refer to: <http://www.udot.utah.gov/go/standardsreferences>.
- (b) Provide certification of equivalency to a “qualified health insurance” plan as required by Utah Administrative Code 72-6-107.5.

## **4.4 TECHNICAL PROPOSAL**

### **4.4.1 General**

The Technical Proposal shall include all the information called for in this section of the RFP. The Proposer shall prepare the various parts of the Technical Proposals, guided not only by this RFP section but also by the specific technical scope and requirements set forth in Chapter 3 (Work Requirements), so that the Proposer demonstrates a complete understanding of all the issues that are of special interest to the Department. No price information of any kind may be included in the Technical Proposal.

Regardless of the content of the Technical Proposal, the successful Proposer shall remain responsible for ensuring that the Project meets the requirements of the RFP Documents. Acceptance of a Proposal will not constitute waiver of any requirement.

**Type Font.** All text shall be a regular Times Roman style, a minimum size of 12 points, and single-spaced.

**Pages.** Pages shall be 8-1/2 x 11-inch, except that the schedule and the organization chart may be submitted on 11 x 17, which will each count as a single page.

**Page Margins.** No text, tables, figures, or other substantive content generated by the Proposer may be printed within 0.5 inch of any page edge.

**Page Numbering.** Every page shall be numbered consecutively.

**Binding.** The entire Technical Proposal shall be either stapled in the upper left hand corner or contained in a three ring binder.

**Presentation of Contents.** Proposers shall present information clearly and concisely. Where appropriate, bulleted lists, tables, and graphic figures are much preferred to extensive and wordy narrative text. Documentation that is difficult to read and understand or is poorly organized may be rejected and may lead to disqualification of the Proposal.

**Proposal Commitments:** Language in the proposal that is of a nature other than of a solid commitment by the Design-Builder, such as use of the phrases "We will consider...", or "We might...", or "We are investigating the possibility of..." may be considered non-responsive.

### **4.4.2 Technical Proposal Contents**

Proposers shall include the following in the Technical Proposal.

#### **4.4.2.1 Acknowledgements**

- A. The Proposer shall furnish a statement guaranteeing that the Design-Builder has evaluated the feasibility of performing the Work within the time specified herein and for the Contract Price, and has reasonable grounds for believing and does believe that such performance (including achievement of Substantial Completion and Contract Completion of the Project by the applicable Completion Deadlines, for the Contract Price) is feasible and practicable.
- B. The Proposer shall furnish a statement guaranteeing that the Design-Builder has, prior to submitting its Proposal, in accordance with generally accepted engineering and construction practices, reviewed the reports provided by the Department, inspected and examined the Site and surrounding locations, and undertaken other appropriate activities sufficient to familiarize itself with surface conditions and subsurface conditions that are discernible from the surface and affect the Project, to the extent the Design-Builder deemed necessary or advisable for submittal of a Proposal. As a result of such review, inspection, examination, and other activities, the Design-Builder is familiar with and accepts the physical requirements of the Work. Before commencing any Work on a particular aspect of the Project, the Design-Builder shall verify all governing dimensions and conditions at the Site and shall examine all adjoining work that may have an impact on such Work. The Design-Builder shall be responsible for ensuring that the Design Documents and Construction Documents accurately depict all governing and adjoining dimensions and conditions.

#### **4.4.2.2 Proposal Forms**

The Proposer shall provide the following forms and other information:

- A. Provide Form A (Proposer Information). If Proposer is a joint venture, Form A shall be executed by all joint venture members.
- B. Provide Form B (Responsible Proposer Questionnaire)
- C. Provide Form DBE (Disadvantaged Enterprise Business)
- D. Provide Form E (Non-Collusion Affidavit)
- E. Provide Form EPD – Escrow Agreement (Include Exhibit A (Escrow agreement for the Contract) and Exhibit B (Fees) if applicable.
- F. Provide Form L (Certification Regarding use of Contract Funds for Lobbying). If applicable, provide Standard Form – L2, “Disclosure of Lobbying Activities,”
- G. Provide Form M – Design-Build Contract
- H. Provide Form SA (Stipend Agreement)
- I. Provide Form E1 – Project Description

- J. Provide Form E2 – Subcontractor Information
- K. Provide Form L1 – Proposer’s Organization Information

#### 4.4.2.3 Technical Approach

The Proposal shall include a Technical Approach section consisting of a maximum of **fifteen (15)** pages (excluding forms E1, E2 and L1). The Technical Approach section shall include the following:

- A. Project Management Organization
  - 1) Provide the organization and communication structure among the Proposer and its Principal Participants, its Designer, and its Key Managers. This information may be submitted in an organization chart on an 11 inch by 17 inch sheet.
  - 2) Provide proposed Key Personnel Information. If more than one key position is filled by the same person, so indicate. Provide three references for the Construction Manager nominee and two references for all other Key Managers. Indicate the name, position, company, or agency, and current phone and fax numbers for each reference. References shall be owners or clients for whom the Key Managers have performed project work for in the past ten years and shall not be current or past employers of the Key Managers. Project Key Managers are preferred to have experience on projects of a similar size, type of work, and complexity as this Project and shall meet the following qualifications:
    - a) **Construction Manager:** Shall have a minimum of five years demonstrated experience in construction and management of construction on highway projects with similar size, type of work, and complexity as this Project, including projects with funding limitations, compressed timelines, and community information requirements. The Construction Manager can hold only this one Key Manager position. Emphasize Design-Build experience and extensive project management experience.
    - b) **Design Manager:** Shall be a Utah-registered professional engineer who is an employee of the Designer and shall have a minimum of five years demonstrated experience in managing design for multidisciplinary highway projects with similar scope and complexity as this Project. Experience with intersections, box culvert widening, and projects of similar size and type should be emphasized.
    - c) **3<sup>rd</sup> Party Manager:** Shall have a minimum of four years demonstrated experience in utility and coordination, and construction management and compliance on similar size, type of work, and complexity as this Project. The 3rd Party Manager shall have experience in coordination with third-parties involved with the project

and effectively communicating with design engineers and construction staff regarding requirements of the associated agreements. Emphasize Design-Build experience.

- d) **MOT Maintainer:** Shall have a minimum of four years demonstrated experience in similar highway construction projects. Experience must include work of the nature anticipated in the Project, and should include Design-Build.
- 3) Submit resumes (one half page maximum) outlining Key Manager experience and qualifications. Resumes should highlight the following information:
  - (a) Proposed role on the Project and experience in the area of responsibility;
  - (b) History of employment with firm;
  - (c) Experience in the management, design, and/or construction of projects, especially any design-build projects;
  - (d) Project role, if any, in projects included in firm experience; and
  - (e) Percent time allocated/committed to the Project.

B. Experience of the Firms

- 1) Provide a separate summary of the background and experience of each Principal Participant and the Designer. Summaries shall be a maximum of one page for each firm; the format is at the discretion of the Proposer.
- 2) Using Form E-1 (Project Description), show the firm's experience by providing two past project descriptions for each Principal Participant and the Designer. Highlight experience in the past five years relevant to the Project. Describe those projects having a scope comparable to that anticipated for the Project.
- 3) Using Form E-2 (Subcontractor Information), except for the designated Designer (which is included on Forms L-1 and E-1), identify subcontractors (including Specialty Subcontractors, and consultants) that the Proposer plans to use (to the extent they are known), indicating what portion of the Work each subcontractor is anticipated to undertake. Submit maximum one-half page summaries of experience for each listed subcontractor.

C. Traffic Control and Maintenance of Traffic Plan

The Proposer shall describe the proposed traffic control and maintenance of traffic plan that the Proposer will provide on the Project. This shall include descriptions of each stage of construction, the work zones, impacts to traffic and the configuration of the traffic lanes for each stage. Refer to Chapter 2 (General Provisions) Section 00555S.

The Proposers shall describe their proposed approach for lane closures due to the construction technique and associated maintenance of traffic.

D. Bridge Work and Elements

The Proposer shall identify and describe the type of work proposed for the structures, and construction approach. Refer to Chapter 3 (Work Requirements), for allowable structure work.

E. Schedule

The Proposal shall include a one-page critical path schedule that depicts the logical sequence, phasing and interdependence of activities required for complete performance of the Work, which will form the basis of the Baseline Schedule, beginning with the date at NTP and concluding at Substantial Completion.

The Substantial Completion date is defined in Table 2-1. The selection of the successful proposer will be influenced by the duration of the Proposer schedule to achieve their Substantial Completion. Proposers shall submit the number of days in the appropriate line item in the Electronic Bid System (EBS). The number of days identified in the EBS will be used in determining the time portion of the Price Proposal.

F. Identification of Approved ATCs

The Proposal shall identify any approved ATCs incorporated in the Proposal. Approval letters shall be included in an appendix, as described in this ITP, Section 3, article 3.7.1

#### 4.4.2.4 Appendix

The Proposal shall include an appendix with copies of Department ATC approval letters, if any.

### 4.5 PRICE PROPOSAL

#### 4.5.1 General

**The Price Proposal** is a single lump sum price to design, construct, and maintain the entire project and includes Time, and Lane Rental, and is the price that determines the successful Design-Builder. **The Contract Price (Single Lump Sum Price)** does not include Time, and Lane Rental, and is the awarded Contract Price. Submit individual price elements as defined within the UDOT Electronic Bid System (EBS) for the project. No price element shall be blank. The total of all of the individual price elements equals the Price Proposal. The Contract Price (Single Lump Sum Price) is the sum of the price elements excluding Time, and Lane Rental. The individual price elements are not unit prices, but are for UDOT information only.

#### 4.5.2 Price Proposal Submittal Requirements

The Department has a construction budget of approximately \$10,000,000 for this project.

#### **4.5.3 Schedule Price Adjustment Requirements**

This contract contains a procedure for bidding the Substantial Completion time which is part of the Price + Lane Rental + Time proposal process, and which provides an incentive/disincentive to the Design Builder for completing the project within the time established by the Design Builder.

The Proposer shall submit the Substantial Completion time using the UDOT Electronic Bid System (EBS) for the work required.

There is no physical work to be accomplished under this item. Substantial Completion time is a bid item, but it is not a pay item. No payment will be made under the Substantial Completion time related bid items. However, the provisions noted in Chapter 2 (General Provision); Section 01283S will be enforced when such schedule adjustments occurs.

##### **4.5.3.1 Schedule Adjustment Cost Determination**

- A. Enter the number of calendar days for achievement of Substantial Completion in EBS. If the Bidder does not submit a bid for the time component, the Department will consider the proposal non-responsive.
- B. Negative amounts are not permitted for the time related bid items.
- C. Bidders are advised not to spread anticipated time costs within other items of the contract, as unbalancing will occur and the bid proposal may be rejected.

#### **4.5.4 Lane Rental Price Adjustment Requirements**

This contract contains a procedure for bidding peak hour traffic impacts which is part of the Price + Lane Rental + Time proposal process, and which provides an incentive/disincentive to the Design Builder for reducing traffic lane closures, as established by the Design Builder.

The Proposer shall submit the Lane Rental Adjustment using the UDOT Electronic Bid System (EBS) for the work required.

There is no physical work to be accomplished under this item. Lane Rental is a bid item, but it is not a pay item. No payment will be made under the time related bid items. However, the disincentive provisions noted in Chapter 2 (General Provision) Section 00221S will be enforced when such lane rental occurs.

#### **4.5.5 Proposal Bond**

##### **4.5.5.1 Proposal Bond Requirements**

Each Proposal that is submitted for the Project must be accompanied by a Proposal Bond.

Provide a Proposal Bond in the form an electronic guaranty bond, or provide evidence of securing a cashier's or certified check, for not less than 5 percent of the total amount of the bid made payable to the Utah Department of Transportation and issued from a surety company listed



on the United States Department of Treasury Circular 570 before the specified date and time for bid opening.

- A. Use UDOT approved surety clearing house for electronic guaranty bond.
- B. Use current version of the UDOT EBS program.

The Proposal Bond guarantees that the Proposer will enter into a Contract within a specified period of time and will furnish the required performance and payment bonds. The amount of the Proposal Bond will be 5 percent of the Contract Amount.

#### **4.5.5.2 Return of Proposal Bond**

A Proposal Bond presented in the form of a check, if not forfeited, will be returned as follows:

- A. For all Proposers other than the apparent best-value and second-best-value Proposers, immediately following the announcement of the best-value determination.
- B. For the apparent second-best-value Proposer, if it is not awarded the Contract, ten days after the Contract is executed with the best-value Proposer.
- C. For the successful Proposer, after satisfactory Payment and Performance Bonds has been furnished and the Contract has been executed.

A Proposal Bond presented in the form of a bond will be returned only upon the request of an unsuccessful Proposer after execution of the Contract. A Proposer is not released from the Proposal obligation because of an alleged error in the preparation of the Proposal unless the Department returns the Proposal Bond.

#### **4.5.5.3 Rights Reserved**

Each Proposer understands and agrees, by submitting its Proposal, that the Department reserves the right to reject any and all Proposals, or any part of any Proposal, and that, without written consent of the Department, the Proposal may not be withdrawn during the Contract Award Period as defined in this ITP, Section 2, article 2.8.3 or at any time prior to execution and delivery of the Contract if the Proposer has received Notice of Award.

Each Proposer further understands and agrees that it shall forfeit its Proposal Bond if it should:

- A. Withdraw any part or its entire Proposal except as specifically permitted by this Instruction To Proposers (ITP) or as approved in writing by the Department.
- B. Refuse or be unable to enter into the Contract.
- C. Refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds.
- D. Refuse or be unable to furnish adequate and acceptable insurance.

- E. Refuse or be unable to furnish the Technical Proposal information or all pricing information specified for the Price Proposal.

The Proposer understands that any material alteration of documents other than that requested, will render the Proposal nonresponsive and noncompliant.

## **5. PROPOSAL EVALUATION PROCESS**

### **5.1 GENERAL**

The Department will award the Contract (if at all) to the responsive Proposer that has complied with all of the requirements of the RFP and has the lowest Price Proposal, as set forth in this Section.

### **5.2 PROPOSAL OPENINGS**

In order to be responsive, the Proposer shall deliver its Proposal, including any amendment, prior to the scheduled Proposal Due Date indicated in the Procurement Schedule.

Proposals will be opened and evaluated by the Department on a pass or fail basis.

### **5.3 INITIAL RESPONSIVENESS EVALUATION**

The Department will conduct an initial review of the Technical Proposals for responsiveness to the requirements set forth in the RFP. Technical Proposals not responsive to the RFP may be excluded from further consideration and Proposer will be so advised. The Department may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation.

After the Technical Proposals have been reviewed, the Department will open the Price Proposals of Proposers with responsive Technical Proposals. The Department will review the Price Proposal for responsiveness to the requirements of the RFP. Price Proposals not responsive to the RFP may be excluded from further consideration and Proposer will be so advised. The Department may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation.

### **5.4 LOWEST PRICE PROPOSAL SELECTION**

Unless all Proposals are rejected, or the Department otherwise elects not to award the Contract, the Department will award the Project to the Proposer with a responsive Proposal and the lowest Price Proposal.

## **6. ESCROWED PROPOSAL DOCUMENTS; CONTRACT AWARD AND APPROVAL; STIPENDS**

### **6.1 ESCROWED PROPOSAL DOCUMENTATION**

Requirements regarding the contents of the Escrowed Proposal Documents (EPDs) are set forth in Chapter 2 (General Provisions) Section 00515S. The Design-Builder shall submit the EPDs in the format actually used by the Design-Builder in preparing its Proposal. The Department does not intend the Proposers to perform any significant extraordinary work in the preparation of these documents prior to the Proposal Due Date. However, by submittal of the EPDs, each Proposer represents and warrants that the EPDs have been personally examined by an authorized officer of the Proposer prior to delivery to escrow and that they meet the requirements of said Chapter 2 (General Provisions) Section 00515S, and are adequate to enable a complete understanding and interpretation of how the Design-Builder arrived at its Price Proposal.

Each Proposer shall deliver the Escrowed Proposal Documentation (EPD) together with the signed Escrow Instructions, into escrow not later than the date and time shown in the Procurement Schedule (Table 2-1). A copy of the signed Escrow Agreement (refer to Form EPD) shall be delivered within the same time period to:

Utah Department of Transportation  
Salt Lake City Construction Division Desk  
4501 South 2700 West—Fourth Floor  
West Valley City, UT 84119

### **6.2 CONTRACT EXECUTION**

Promptly following Notice of Award of the Contract, the Department will deliver four copies of the Contract to the successful Proposer. The successful Proposer shall sign the Contract and deliver the following documents to the Department within 15 Calendar Days of receipt of the Notice of Award:

- A. Signed Contract (four executed duplicate originals)
- B. Performance and Payment Bonds in the form provided by the Department
- C. Insurance Certificates

The Contract Award shall not be effective until both the Proposer and the Department have signed it. The Proposer may withdraw the Proposal without penalty if the Department does not execute the Contract within 30 Calendar Days after receiving signed Contracts, Contract Bonds, and Insurance Certificates.

### **6.3 PROPOSER STIPENDS; RIGHT TO USE IDEAS**

The Department will pay a stipend of \$40,000 to each of the three Proposers with the lowest, responsive but unsuccessful Price Proposals and that have agreed to accept the stipend. The Stipend Agreement is to be submitted as Form SA of this RFP. The stipend will be paid within 90 Days after award of the Contract or the decision not to award a contract.

No Proposer shall be entitled to reimbursement of any of its costs in connection with the RFP except as specified in this Section. A nonresponsive Proposal will earn no stipend.

In consideration for paying the stipend, the Department reserves the right to use any ideas or information contained in the unsuccessful Proposal in connection with any contract awarded for the Project or with any subsequent procurement, without any obligation to pay any additional compensation to Proposer.

If an unsuccessful Proposer elects to waive the stipend, the Department will not use any of the ideas or information contained in that Proposer's Proposal.

If no Contract award is made, each of the four Proposers with the lowest responsive Price Proposals will receive the stipulated fee.

## **7. PROPOSAL FORMS**

**Form A – Proposer Information**

**Form B – Responsible Proposer Questionnaire**

**Form DBE – Disadvantaged Business Enterprise**

**Form E – Noncollusion Affidavit**

**Form EPD – Escrow Agreement**

**Form EPD Exhibit A – Escrow Agreement for the Contract**

**Form EPD Exhibit B - Fees**

**Form L – Certification Regarding Use of Contract Funds for Lobbying**

**Form L2 – Disclosure of Lobbying Activities**

**Form M – Design-Build Contract**

**Form SA – Stipend Agreement**

**Form E1 – Project Description**

**Form E2 – Subcontractor Information**

**Form L1 – Proposer's Organization Information**

**Form A**  
**PROPOSER INFORMATION**

**Design-Build Request for Proposals**  
**Utah Department of Transportation Project F-0068(49)1**

1.0 Name of Proposer: \_\_\_\_\_

2.0 Type of Entity: \_\_\_\_\_

3.0 Proposer's Address: \_\_\_\_\_

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Fax Number*

\_\_\_\_\_  
*E-mail Address*

4.0 If the Proposer's organization (or any member, general partner or joint venturer of the Proposer) is a corporation or a limited liability company (LLC), answer the following. (Copy this page if necessary for multiple corporations or LLCs and include certified copies of articles of incorporation and bylaws for each corporation or similar organizational documents for each LLC.)

4.1 Name of company: \_\_\_\_\_

4.2 Relationship of company to the Proposer: \_\_\_\_\_

4.3 Date of incorporation/formation: \_\_\_\_\_

4.4 State of incorporation/formation: \_\_\_\_\_

4.5 Chief executive officer's name: \_\_\_\_\_

4.6 President's name: \_\_\_\_\_

4.7 Name(s) of vice president(s): \_\_\_\_\_

4.8 Secretary's name: \_\_\_\_\_

4.9 Treasurer's name: \_\_\_\_\_

5.0 If the Proposer's organization (or any member, general partner or joint venturer of the Proposer) is a partnership, answer the following (and include copies of partnership agreements for all tiers):

5.1 Name of Partnership: \_\_\_\_\_

5.2 Relationship of Partnership to the Proposer: \_\_\_\_\_

5.3 Date and state of organization of partnership: \_\_\_\_\_

5.4 Full names and addresses of all partners (state whether general or limited partners):

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6.0 If the Proposer's organization (or any member, general partner or joint venturer of the Proposer) is a joint venture, answer the following (and include copies of joint venture agreements for all tiers):

6.1 Name of Venture \_\_\_\_\_

6.2 Relationship of Venture to the Proposer: \_\_\_\_\_

6.3 Full names and addresses of all members (at all tiers):

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7.0 If the Proposer (or any member, general partner or joint venturer of the Proposer) is an individual or an entity other than a corporation, LLC, partnership or joint venture, describe such person or entity and name all principals (and include copies of organizational documents for all tiers):

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8.0 Specify the respective authorities, responsibilities, duties and liabilities of the Proposer and each member, general partner or joint venturer of the Proposer, and attach an

organizational chart as required by the Request for Proposal (RFP)

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- 9.0 List states and categories in which the Proposer's organization is legally qualified to do business. Use Standard Industrial Classification (SIC) codes wherever possible to describe categories of work. Indicate registration or license numbers, if applicable. Attach a separate sheet if necessary.

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- 10.0 Within the past five years, has any member, general partner or joint venturer ever failed to comply with the requirements of regulatory agency permits? If so, note when, where, and why (and specify which member, partner or joint venturer was involved)

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STATE OF UTAH

COUNTY OF \_\_\_\_\_

Each of the undersigned, being first duly sworn, deposes and says that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

---

(Signature) (Signature)



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*(Name Printed)*

---

*(Name Printed)*

---

*(Title)*

---

*(Title)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Notary Public in and for said County and State

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[Seal]

My commission expires: \_\_\_\_\_

**Form B**

**RESPONSIBLE PROPOSER QUESTIONNAIRE**

**Design-Build Request for Proposals**

**Utah Department of Transportation Project F-0068(49)1**

The Proposer shall respond either yes or no to each of the following questions. If the Proposer's response is yes to any question(s), an explanation of the circumstances shall be provided in the space following the questions. The Proposer shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the Proposal and require its rejection. The term affiliate shall mean any firm, corporation, partnership or association which is a member or partner of the Proposer, or any such entity which owns a substantial interest in or is owned in common with the Proposer or any of its members or partners, or any such entity in which the Proposer or any of its members or partners own a substantial interest.

Within the past five years, has the Proposer, any affiliate of the Proposer, any officer, director, responsible managing officer or responsible managing employee of the Proposer who has a proprietary interest in the Proposer:

- a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_\_

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of Utah, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_\_

- c) Had filed against it, him or her, any criminal complaint, indictment of information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_\_

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes \_\_\_\_\_ No \_\_\_\_\_

- e) Been found, adjudicated or determined by any federal or state court or agency (including but not limited to the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Programs) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); Executive Order 11246)?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_\_

- f) Been found, adjudicated, or determined by any state court, state administrative agency (including but not limited to the Utah Labor Commissioner, Department of Industrial Relations, Division of Labor Standards Enforcement), federal court or federal agency to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_\_

- g) Been issued a "Notice of Payment Due" by the Labor Commission, State of Utah, Department of Industrial Relations, Division of Labor Standards Enforcement, or been the subject of a "Stop Notice" or "Notice to Withhold" in connection with the performance of any public works contract with any public entity which resulted in payment being made to the claimant?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_\_

- h) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_\_

- i) Been assessed liquidated damages for failure to complete any contract on time?

If yes, please explain the circumstances. If no, so state.

Yes \_\_\_\_\_ No \_\_\_\_\_

Explain the circumstances underlying any yes answers for the aforementioned questions on separate sheets attached hereto.

#### VERIFICATION / DECLARATION

I declare under penalty of perjury under the laws of the State of Utah that the foregoing declaration is true and correct. Executed \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

**Form DBE**

**PROPOSER'S DBE INFORMATION, GOOD FAITH EFFORTS AND AFFIDAVIT**

**Proposer:** \_\_\_\_\_

**DBE INFORMATION**

Name of DBE/ DBE Certification Number	Description of Work or Services to Be Performed or Materials to Be Provided	Value of Work to be Performed by DBE (% of Proposed Contract Amount)

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

IMPORTANT: Names of DBE Subcontractors and their respective item (s) of work listed above should be consistent with the information provided in Form E.

### GOOD FAITH EFFORTS

*All Proposers shall submit the following information to demonstrate Good Faith Efforts to provide opportunities for DBE firms on the Project (attach extra sheets of paper if necessary). Appropriate documentation, such as copies of newspaper ads, letters soliciting bids, and telephone logs, should accompany this form.*

1. The names and dates of advertisement of each newspaper, trade paper, and/or disadvantaged-focus paper in which a request for DBE participation for this Project was placed by the Proposer.

Name of Papers	Dates of Advertisement

2. The dates of notices to specific DBEs soliciting interest in the Project, and the dates and methods used for following up initial solicitations to determine what actual interest in proposing may exist in those firms:

Names of DBEs Solicited	Dates of Solicitation	Follow-up Methods and Dates

3. Items of work for which the Proposer requested bids or materials to be supplied by DBEs, the information furnished to interested DBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate DBE participation. Where there are DBEs available for doing portions of the work normally performed by the Proposer with its own forces, the Proposer will be expected to make portions of such work available for DBEs to bid on.

Items of Work	Information Furnished	Breakdown of Items



4. The names of DBEs who submitted bids for any of the work indicated above which were not accepted, a summary of the Proposer's discussions and/or negotiations with them, the name of the Subcontractor or supplier who was selected for that portion of the work, and the reasons for the Proposer's choice. If the reason for rejecting a DBE bid was price, give the price bid by the rejected DBE and the price bid by the selected Subcontractor or supplier. Since the utilization of available DBEs is expected, only significant price differences will be considered as cause for rejecting such DBE bids.

Names of Rejected DBEs	Summary of Discussions and/or Negotiations	Names of Subcontractors or Suppliers Who Were Selected Over the Rejected DBEs and the Reasons for That Choice

5. Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Department or the Proposer:



**AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being first duly sworn, deposes and says that \_\_\_\_\_ is the Proposer Authorized Representative of \_\_\_\_\_, the entity making the foregoing Proposal, and affirms that the Proposer will undertake to perform all necessary and reasonable steps to follow the DBE Performance Plan and to allow DBE firms to compete and perform on the Project.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009

[Seal]

Notary Public in and for said County and State

My commission expires:

\_\_\_\_\_.

**Form E**

**NONCOLLUSION AFFIDAVIT**

**Design-Build Request for Proposals**

**Utah Department of Transportation Project F-0068(49)1**

STATE OF UTAH

COUNTY OF \_\_\_\_\_

Each of the undersigned, being first duly sworn, deposes and says that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing Proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Contract Price of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Department of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted its Contract Price or any Option Prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository or any member or agent thereof to effectuate a collusive or sham Proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for  
said County and State

My commission expires:

[Seal]

\_\_\_\_\_  
*[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all general partners or joint venturers of the Proposer.]*

**FORM E-1**

**PROJECT DESCRIPTION**

**Name of Proposer:**

---

<b>Name of Firm:</b>
<b>Project Role:</b> _____
<b>Principal Participant:</b> _____ <b>Designer:</b> _____
<b>Other (Describe):</b> _____
<b>Years of Experience:</b>
Roads/Streets: _____ Bridges/Structures: _____ Utility Relocations: _____
<b>Project Name, Location, Description and Nature of Work for Which Company Was Responsible:</b>
<b>Describe Site Conditions:</b>
(Use additional sheets as necessary to describe project and site conditions)

**List Any Awards, Citations and/or Commendations Received for the Project:**

**Name of Client** (Owner/Agency, Contractor, etc.):

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Owner's Project or Contract No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

Contract Value (US\$): \_\_\_\_\_ Final Value (US\$): \_\_\_\_\_

Percent of Total Work Performed by Company: \_\_\_\_\_ Commencement Date: \_\_\_\_\_

Planned Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Amount of Claims: \_\_\_\_\_ Any Litigation? Yes \_\_\_\_ No \_\_\_\_



**FORM E-2**

**SUBCONTRACTOR INFORMATION**  
**(Including Consultants)**

**Name of Proposer:**

---

<b>Subcontractor Name <sup>1,2</sup></b>	<b>Address and Telephone Number</b>	<b>Work Planned for the Project</b>


- (1) At a minimum, list specialized subcontractors except for the Designer.
- (2) Attach a maximum one-page summary of subcontractor experience for each subcontractor listed, including consultants.

## **FORM EPD: ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT** (this Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and among the Utah Department of Transportation (the Department) \_\_\_\_\_ (Proposer) and \_\_\_\_\_ (Escrow Agent) with reference to the following facts:

1. The Department has issued a Request for Proposals to furnish the design of and to build the **SR-68; 6200 South / Redwood Road / I-215** (the RFP);
2. The Proposer has submitted to the Department a proposal (the Proposal) in response to the RFP;
3. As part of the Proposal, the Proposer is submitting one copy of required information used in the preparation of its Proposal in accordance with Section 4.4 of the RFP Instructions to Proposers. Said information is contained in \_\_\_\_\_ separately sealed boxes (Escrowed Proposal Documentation [EPD]); and
4. The Department and the Proposer wish to employ the services of the Escrow Agent to act as the escrow holder with regard to the EPD, and the Escrow Agent has agreed to serve as escrow holder under the terms and conditions provided in this Agreement:

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Deposit.** The Proposer hereby deposits the Escrowed Proposal Documentation with the Escrow Agent. The Escrow Agent hereby acknowledges receipt of such EPD, and such EPD shall be held in escrow under the terms and conditions of this Agreement.
2. **Holding of Escrowed Proposal Documentation.** The Escrow Agent shall hold the Escrowed Proposal Documentation in escrow in a designated area at \_\_\_\_\_ on a nonpublic basis. The EPD shall be stored in an area which is locked at all times. No third party, including the employees of the Escrow Agent, shall be allowed access to any part of the EPD. The Escrow Agent shall allow access to the EPD, from time to time, only to designated representatives of the Department and the Proposer for purposes of joint review of the EPD by the Department and the Proposer. No access shall be given to either representative from the Department or the Proposer unless representatives from both are present. The Escrow Agent shall provide such access to the Department and the Proposer during the Escrow Agent's business hours upon reasonable advance notice. \_\_\_\_\_, or his/her successor, is authorized to request access on behalf of the Department and \_\_\_\_\_, or his/her successor, is authorized to request access on behalf of Proposer. The Department or the Proposer may change its authorized representative by providing written notice to the other parties. The Escrow Agent shall allow access to only those individuals who are designated in written notices from the authorized representatives designated above.
3. **Release of Escrowed Proposal Documentation.** The Escrow Agent shall release the Escrowed Proposal Documentation as follows:

- a) If the Department does not enter into a contract with Proposer, the Escrow Agent shall release the EPD to the Proposer upon delivery by the Department of a certificate from \_\_\_\_\_, certifying that the Department has determined not to enter into a contract with Proposer.
  - b) If the Department enters into a contract with Proposer, Escrow Agent shall continue to hold the Escrowed Proposal Documentation pursuant to a follow-on escrow agreement in the form attached hereto as Exhibit A, and shall release the EPD only as specified therein.
4. **Representation and Warranty.** The Proposer represents and warrants to the Department that, prior to delivery of the Escrowed Proposal Documentation to Escrow Agent, the EPD was personally examined by an authorized representative of Proposer and that it meets the requirements of the RFP, including the requirements of Contract Documents, Chapter 2 (General Provisions) and is sufficient to enable a complete understanding of the interpretation of how Proposer arrived at its Price Proposal.
5. **Rights of Escrow Agent.** If conflicting demands are made or notices serviced upon the Escrow Agent with respect to this escrow, the parties hereto expressly agree that it shall have the absolute right at its election to do either or both of the following:
- a) Withhold and stop all further proceedings in, and performance of, this escrow; or
  - b) File a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights among themselves.
6. **Fees.** See Exhibit B hereto.
7. **Notices.** All notices that may or are required to be given or made by either party hereto to the other shall be in writing. Such notices shall be either personally delivered or sent by registered mail, postage prepaid, to:

If to the Proposer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_;

If to the Department:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_;

If to the Escrow Agent:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_;

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
9. **Headings.** The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
10. **Governing Law.** The laws of the State of Utah shall govern this Agreement.
11. **Attorney's Fees.** If either the Department or Proposer commences or engages in any action by or against the other party directly or indirectly arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and other costs incurred in the action and in preparation for said action and any subsequent appeal.

**IN WITNESS WHEREOF**, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

**DEPARTMENT:**      **Utah Department of Transportation**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PROPOSER**

\_\_\_\_\_  
**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

The escrow provided for in this Agreement is hereby accepted, only to the extent of the escrow provisions, by the Escrow Agent.

\_\_\_\_\_  
**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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## **FORM EPD EXHIBIT A:** **ESCROW AGREEMENT FOR THE CONTRACT**

*[To be executed by the Design-Builder at time of execution of the Contract Documents]*

**THIS ESCROW AGREEMENT** (this Agreement) is made and entered into this \_\_\_\_\_, 200\_\_, among the Utah Department of Transportation, (the Department), and \_\_\_\_\_, (Design-Builder) and \_\_\_\_\_ (Escrow Agent) with reference to the following facts:

- A. The Department has issued a Request for Proposals to furnish the design of and to build the **SR-68; 6200 South / Redwood Road / I-215** (RFP);
- B. The Design-Builder has submitted to the Department a Proposal (the Proposal) in response to the RFP;
- C. As part of the Proposal, the Design-Builder is submitting one copy of all information regarding the assumptions made in calculating the Contract Price as required under Contract Documents, Chapter 2 (General Provisions), Section 00515S, in separately sealed boxes (Escrowed Proposal Documentation [EPD]); and
- D. The Department and the Design-Builder wish to employ the services of the Escrow Agent to act as the escrow holder with regard to the Escrowed Proposal Documentation, and the Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Deposit. The Design-Builder hereby deposits with the Escrow Agent the Escrowed Proposal Documentation. The Escrow Agent hereby acknowledges receipt of such EPD, and such EPD shall be held in escrow under the terms and conditions of this Agreement.

2. Holding of Escrowed Proposal Documentation. The Escrow Agent shall hold the Escrowed Proposal Documentation in escrow in a designated area on the premises of the Escrow Holder located at \_\_\_\_\_ on a nonpublic basis. The EPD shall be stored in an area that is locked at all times. No third party, including the employees of the Escrow Agent, shall be allowed access to any of the EPD. The Escrow Agent shall allow access to the EPD, from time to time only to designated representatives of the Department and Design-Builder for the purposes of joint review of the EPD by the Department and Design-Builder. No access shall be given to either representative from the Department or the Design-Builder unless representatives from both are present. The Escrow Agent shall provide such access to the Department and the Design-Builder during the Escrow Agent's business hours upon reasonable advance notice. \_\_\_\_\_, or his/her successor, is authorized to request access on behalf of the Department and \_\_\_\_\_ or his/her successor is authorized to request access on behalf of the Design-Builder. The Department or the Design-Builder may change its authorized representative by providing written notice to the other parties. The Escrow Agent shall allow access only to those individuals designated in written notices from the authorized representatives designated above.

3. **Release of Escrowed Proposal Documentation.** Unless otherwise notified in writing, the Escrow Agent shall release the Escrowed Proposal Documentation to the Design-Builder at \_\_\_\_\_ upon receipt by the Escrow Agent of a certificate from \_\_\_\_\_, the Department's Project Director certifying that the Department has determined not to enter into a Contract with the Design-Builder or if the Escrow Agent does not receive notice prior to \_\_\_\_\_, it will deliver the EPD back to the Design-Builder.

4. **Right of Escrow Agent.** If conflicting demands are made or notices served upon the Escrow Agent with respect to this escrow, the parties thereto expressly agree that it shall have the absolute right at its election to do either or both of the following:

- (a) Withhold and stop all future proceedings in, and performance of this escrow; or
- (b) File a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and right among themselves.

5. **Fee.** See Exhibit A (Holding Escrow Agent Fees) [*same form that is attached as Exhibit B to the initial Escrow Agreement*].

6. **Notices.** All notices that may or are required to be given or made by either party hereto to the other shall be in writing. Such notices shall be either personally delivered or sent by registered mail, postage prepaid, to:

**If to Design-Builder:** \_\_\_\_\_

\_\_\_\_\_  
**Attention:** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_

**Fax No.** \_\_\_\_\_;

**If to the Department:** \_\_\_\_\_

\_\_\_\_\_  
**Attention:** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_

**Fax No.** \_\_\_\_\_;

**If to Escrow Agent:** \_\_\_\_\_

\_\_\_\_\_  
**Attention:** \_\_\_\_\_;

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.



7. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

8. **Headings.** The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

9. **Governing Law.** The laws of the State of Utah shall govern this Agreement.

10. **Attorney's Fees.** If either the Department or Design-Builder commences or engages in any action by or against the other party directly or indirectly arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in the action and in preparation for said action and any subsequent appeal.

**IN WITNESS WHEREOF,** the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

**THE DEPARTMENT:**                      **Utah Department of Transportation**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DESIGN-BUILDER:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ESCROW AGENT:**

The escrow provided for this agreement is hereby accepted, only to the extent of the escrow provisions, by the Escrow Agent.

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## **FORM EPD EXHIBIT B:** **FEES**

**Proposer:** \_\_\_\_\_

Setup and Acceptance Fee: \$ \_\_\_\_\_

Annual Escrow Fee (in advance): \$ \_\_\_\_\_

Plus:

\$ \_\_\_\_\_ per thousand

\$ \_\_\_\_\_ remainder

**Account Activity Charges:**

1. Investment of Funds (per asset): \$ \_\_\_\_\_

2. Disbursement (check or wire): \$ \_\_\_\_\_

Plus charges at cost for out-of-pocket expenses, extraordinary services, and costs of review of documents by the Escrow Agent's legal counsel.

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**Form L**

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

**Design-Build Request for Proposals**

**Utah Department of Transportation Project F-0068(49)1**

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, **"Disclosure Form to Report Lobbying,"** in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

[Duplicate and modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer.]

**FORM L-1**

**PROPOSER'S ORGANIZATION INFORMATION**

**NAME OF PROPOSER:**

<b>PROPOSER (INDIVIDUAL FIRM / JOINT VENTURE / PARTNERSHIP / LLC)</b>				
<b>NAME OF ENTITY:</b> _____				
Address: _____ _____				
Contact Name: _____ Title: _____				
Telephone No.: _____ Fax No.: _____ E-mail: _____				
<b>LOCAL / REGIONAL CONTACT</b>				
<b>NAME:</b> _____				
Address: _____ _____				
Telephone No.: _____ Fax No.: _____ E-mail: _____				
<b>NAME(S) OF PROPOSER ENTITY(IES)</b>				
<b>COMPANY NAME</b>	<b>ADDRESS AND TELEPHONE &amp; FAX NUMBERS</b>	<b>State of Incorp- oration:</b>	<b>Lead Participant?</b> Yes No	
<b>PRINCIPAL PARTICIPANT(S)</b>				

<b>DESIGNER</b>			
<b>OTHER FIRM(S)</b>			

**Form L2**  
**DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL)**

**Design-Build Request for Proposals**

**Utah Department of Transportation Project F-0068(49)1**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change  For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:		7. Federal Program Name/Description:  CFDA Number, <i>if applicable</i> : _____
8. Federal Action Number, <i>if known</i> :		9. Award Amount, <i>if known</i> :  \$
10. a. Name and Address of Lobbying Entity  ( <i>if individual, last name, first name, MI</i> ):    (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services ( <i>including address if different from No. 10a</i> )
11. Amount of Payment ( <i>check all that apply</i> ):		13. Type of Payment ( <i>check all that apply</i> ):



**SR-68; 6200 South / Redwood Road / I-215**  
**Project No. F-0068(49)1**

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<p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> other; specify: _____</p>
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="text-align: right;">value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____ Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form – LLL</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, or the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
  - A. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
  - B. Enter the full names of the individual(s) performing services, and include full address if different from 10A. Enter last name, first name, middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

It is understood that those individuals whose signatures appear as owners or authorized representatives of the bidder hereafter, have read and are familiar with the provisions of sections 192.15 and 102.17 of the 1994 Standard Specifications for Road and Bridge Construction, entitled 'Noncollusive Bidding Certification' and 'Certification Regarding Debarment, Suspension and other Responsibility Matters – Primary Covered Transactions', respectively. Those who sign, and the Firm for which they are authorized to sign, do so under penalty of perjury as specified by the laws of the United States and the State of Utah as explained in said sections.

The undersigned after having personally and carefully examined the specifications, plans and form of contract and bond, all of which are made a part hereof, proposes to furnish all labor, equipment, tools, and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the Department, for approximately the sum stated as the Total Bid.

#### Contractor Profile

<b>Firm:</b>
<b>Federal Tax ID:</b>
<b>Address:</b>
<b>Phone:</b>
<b>FAX:</b>
<b>Authorized Signature:</b>

#### Incorporated Firm information

<b>President:</b>
<b>Secretary:</b>
<b>Treasurer:</b>
<b>State of Charter:</b>

#### Receipt of Addendums

See Standard Specification 102.6

#### Direct Deposit

<b>As indicated by Firm, payments will be made directly to the institution below:</b>
<b>Account Number:</b>
<b>Routing Number:</b>

	<b>Date</b>	<b>Initials</b>
<b>Addendum #1</b>	_____	_____
<b>Addendum #2</b>	_____	_____
<b>Addendum #3</b>	_____	_____
<b>Addendum #4</b>	_____	_____

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**Form M**  
**DESIGN-BUILD CONTRACT**

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**Design-Build Request for Proposals**

**Utah Department of Transportation Project F-0068(49)1**

THIS AGREEMENT made and executed in *four (4)* original counterparts this \_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ between the Utah Department of Transportation, hereinafter called "Department," first party and \_\_\_\_\_, hereinafter called "Design-Builder," second party.

WITNESSETH, That for and in consideration of payments, hereinafter mentioned, to be made by the Department, the Design-Builder agrees to furnish all labor and equipment; to furnish and deliver all materials not specifically mentioned as being furnished by the Department; and to do and perform all Work in the \_\_\_\_\_, in \_\_\_\_\_, State of Utah, the same being identified as \_\_\_\_\_ for the appropriate sum of \_\_\_\_\_ Dollars.

The Design-Builder further covenants and agrees that all of the said work and labor shall be done and performed in the best and most workmanlike manner in strict conformity with the Request for Proposals and Design-Builder Proposal. The Request for Proposals includes Chapters 1-3 and all Appendices, Payment Bond, Performance Bond, Warranty Bond and the Design-Builder's Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, the Department agrees to pay to Design-Builder in the manner and in the amount provided in the said specification and Proposal.

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IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper officers thereunto duly authorized as of the day and year first above written.

Attest:

UTAH DEPARTMENT OF  
TRANSPORTATION

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Secretary

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Director of Transportation - First Party

Witnesses:

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Second Party

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By

Approved as to form:

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Title

By:

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Assistant Attorney General

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Utah Contractor License Number

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## **FORM SA: STIPEND AGREEMENT**

**Proposer:** \_\_\_\_\_

**THIS STIPEND AGREEMENT** (the Agreement) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Utah, acting by and through the Utah Department of Transportation (Department), and \_\_\_\_\_, a \_\_\_\_\_ (Proposer), with reference to the following facts:

**A.** On \_\_\_\_\_, 2009, the Department issued a Request for Proposals (RFP) for design and construction of the **SR-68; 6200 South / Redwood Road / I-215** (the Project), pursuant to procurement authority granted in Utah Code §63-56-36.1.

**B.** The RFP requires each Proposer to execute and deliver a Stipend Agreement to the Department by the date specified in the RFP.

**NOW, THEREFORE**, Proposer hereby agrees as follows:

**A. Definitions.**

All capitalized terms and acronyms used but not defined in this Agreement have the respective meanings set forth in the Instructions to Proposers (ITP) included in the RFP.

**B. Work Product.**

1. The Department hereby retains Proposer to prepare and submit, in response to the RFP and any Best and Final Offer (BAFO) request by the Department, a Proposal and BAFOs that conform in all material respects to the requirements of the RFP and the requests for BAFOs, as determined by the Department, are timely received by the Department, and satisfy the provisions of this agreement.
2. All work performed by Proposer and its team members pursuant to this Agreement shall be considered work for hire, and the Work Product (as defined below) shall become the property of the Department without restriction or limitation on its use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Agreement.
3. Proposer agrees that all Work Product is, upon receipt by the Department, the property of the Department. The term "Work Product" shall mean all submittals made by Proposer during the RFP process, including the Proposal, exchanges of information during the pre-proposal and post-proposal period, and any BAFO, and shall specifically include [alternate technical concepts (ATCs)][options] submitted for Department review in accordance with the RFP. However, the term "Work Product" shall specifically exclude (a) Escrowed Proposal Documentation (EPD) and (b) patented rights in previously existing proprietary technology.
4. In consideration for the Department's agreement to make payment hereunder, Proposer agrees that the Department shall be entitled to use all Work Product, without any further compensation or consideration to the Proposer, in connection with the RFP

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and any requests for BAFOs, the Contract Documents, the Project, and future procurements by the Department. Notwithstanding the foregoing, the Department shall not be entitled to use information submitted by Proposer to the Department that has been specifically designated as confidential business information and that the Department determines is exempt from disclosure under the Government Records Access and Management Act (GRAMA), unless the RFP otherwise provides.

5. The Department acknowledges that the use of any of the Work Product by the Department or the Design-Builder is at the sole risk and discretion of the Department and the Design-Builder, and shall in no way be deemed to confer liability on the unsuccessful Proposer.

C. Compensation and Payment.

1. Compensation payable to Proposer for the Work Product described herein shall be a maximum of \$40,000 if all of the following conditions are met:
  - Proposer's Technical Proposal (including any BAFOs) has achieved a rating of "Pass" on all Pass/Fail evaluation factors;
  - The Proposer has submitted a responsive Price Proposal; and
  - Proposer's Proposal (including any BAFOs) was not selected for award.
2. In its sole discretion, the Department may pay compensation to Proposer, in an amount to be determined by the Department, for the Work Product described herein if the procurement is cancelled prior to the Proposal Due Date. Proposers will be provided the opportunity, at their option, of attending an interview and delivering to the Department the Work Product of their Proposal preparations to date. There is no specific format required for such Work Product. Those Proposers that choose to attend the interview and deliver their Work Product may be paid a portion of the stipend amount that the Department deems to be appropriate consideration for the Work Product. No portion of the stipend amount will be paid if a Proposer chooses not to attend the interview or chooses not to deliver its Work Product.
3. If the Department awards the Contract to Proposer, Proposer will not be entitled to compensation hereunder.
4. Any payment of compensation owing hereunder will be made (i) within 30 days after receipt of a proper invoice submitted to the Department under this article or (ii) if an Award is made, when any complaint against Award is administratively and judicially resolved. Such invoice may not be submitted until one business day after the earlier to occur of (a) posting of the notice of Award, or (b) cancellation of the procurement.

D. Indemnities.

1. Subject to the limitations contained in article D(2), Proposer shall indemnify, protect and hold harmless the Department and its directors, officers, employees, and contractors from, and Proposer shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity arising in whole or in part from the negligence or willful misconduct of Proposer or any of its agents, officers, employees, representatives, or Subcontractors, or breach of any of Proposer's obligations under this Agreement.

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2. This indemnity shall not apply with respect to any claims, demands, or suits arising from use of the Work Product by the Department or its contractors.

E. Compliance With Laws.

1. Proposer shall comply with all Federal, State, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
2. The Proposer agrees (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause Subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

F. Assignment.

- P. Proposer shall not assign this Agreement without the Department's prior written consent. Any assignment of this Agreement without such consent shall be null and void.

G. Miscellaneous.

1. Proposer and the Department agree that Proposer, its team members, and their respective employees are not agents of the Department as a result of this Agreement.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement, together with the RFP, as amended from time to time, the provisions of which are incorporated herein by reference, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Utah, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.
5. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



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6. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**STATE OF UTAH by UTAH DEPARTMENT OF TRANSPORTATION**

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved for Execution:

Date: \_\_\_\_\_

\_\_\_\_\_  
*Engineer*

Approved as to availability of funds:

\_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_

*Assistant Attorney General*

\_\_\_\_\_  
*[Signature of Corporation or LLC]*

\_\_\_\_\_  
*[Signature of Joint Venture]*

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WITNESS:

\_\_\_\_\_ *Proposer Name* \_\_\_\_\_

\_\_\_\_\_ *Federal ID # or Social Security #* \_\_\_\_\_

By \_\_\_\_\_

Member Name \_\_\_\_\_

By \_\_\_\_\_ (Seal)

Title: \_\_\_\_\_

\_\_\_\_\_ *Printed Name*

By \_\_\_\_\_

Member Name \_\_\_\_\_

By \_\_\_\_\_ (Seal)

Title: \_\_\_\_\_

\_\_\_\_\_ *Printed Name*

By \_\_\_\_\_

Member Name \_\_\_\_\_

By \_\_\_\_\_ (Seal)

Title: \_\_\_\_\_

\_\_\_\_\_ *Printed Name*

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